

CIVIL LIABILITY FOR PERSONAL MOBILITY VEHICLES (PMV)

General Terms and Conditions

CAJA DE SEGUROS REUNIDOS

Compañía de Seguros y Reaseguros, S.A. –CASER–

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In accordance with the provisions of Article 3 of Law 50/80 of 8 October, on Insurance Contracts, the clauses limiting the rights of the Insured contained in the General Conditions of the policy are highlighted in bold print.

This contract is subject to Law 50/1980 of 8 October, on Insurance Contracts, Law 20/2015 of 14 July on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies and its implementing regulations.

The Authority responsible for controlling the activity is the Ministry of Economy and Finance through the Directorate-General of Insurance and Pension Funds.

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GENERAL TERMS AND CONDITIONS

PRELIMINARY ARTICLE - DEFINITIONS

For the purposes of this contract, the following definitions apply:

1. INSURER: CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S. A. - CASER-, which, as the Insurance Company, assumes the contractually agreed risk.

2. INSURED: The natural or legal person who is covered by the insurance policy and who, in the absence of the Policyholder, assumes the obligations arising from the contract.

3. POLICYHOLDER: The natural or legal person who, together with the Insurer, executes this contract and to whom the obligations deriving from it correspond, except for those that due to their nature must be fulfilled by the Insurer.

4. BENEFICIARY: The natural or legal person who, by assignment by the Insured, becomes the holder of the right to compensation. For the purposes of bodily accident cover, in the event of the death of the Insured, the following shall be considered as Beneficiary, unless expressly designated otherwise, in strict order of preference: 1st The spouse not legally separated, 2nd Children of the Insured and 3rd Legal heirs.

5- THIRD PARTIES: Any person other than the Insured, except the spouse not legally separated, domestic partner, children, parents, domestic staff, salaried employees, relatives who live with the Insured or who are related to them up to the third degree of consanguinity or affinity.

5. SUM INSURED: Amount fixed in the Particular Conditions, which constitutes the maximum limit of the compensation payable by the Insurer in the event of loss.

6. PERSONAL MOBILITY VEHICLES (PMV): Vehicles for personal displacement, powered by electric motors, provided that the mass does not exceed 50 Kg, the power does not exceed 400 W, and the speed with motor assistance does not exceed 30 Km/h, and that due to their configuration or technical requirements these vehicles are not homologated as motor vehicles by the legislation in force. For the purposes of this policy, and as long as these requirements are met, the following are considered PMV:

Electric scooters, electric unicycles, segways, electric wheelchairs, scooters for disabled individuals, and electrical bicycles.

Electric scooter: an elongated platform on two in-line wheels and a steering bar, powered by an electric motor.

Electric unicycle: a single-wheeled vehicle that uses sensors, gyroscopes and accelerometers, in conjunction with an electric motor to assist with balance.

Segway: a two-wheeled gyroscopic electric light transport vehicle with computer-controlled self-balancing.

Electric wheelchair: a wheelchair adapted with at least three wheels, powered by a motor and rechargeable batteries, designed to allow mobility for individuals with movement difficulties.

Scooters for disabled individuals: a seat mounted on a chassis with three, four, or even five wheels, powered by a motor, with a flat or footplate area, and a delta-style steering handlebar at the front, which turns one, two, or three steerable wheels, designed for the mobility of individuals with movement difficulties.

Electric bicycles: a type of electric vehicle consisting of a bicycle to which an electric motor has been attached to assist with propulsion. The energy is supplied by a battery that is recharged from the electrical grid or solar panel.

7. PMV USERS: for the purposes of this insurance, this means a person who uses PMV as a means of personal and private transport.

8. ACCIDENT: A violent, sudden, external and unintentional injury to the insured.

ARTICLE 1 - BASIC COVER

Within the limits established in the General and Particular Conditions of the policy, the insurance covers the risks specified below:

1.1. CIVIL LIABILITY, DEFENCE OF YOUR LIABILITY AND BONDS

The Insurer guarantees up to the maximum limit stated in the Particular Conditions of the policy, the obligation to compensate the Insured for bodily injury and/or property damage caused by the Insured to third parties involuntarily, as a user of PMV. The Insurer shall assume, through its lawyers and attorneys, the legal defence against claims, even if unfounded, of the injured party or parties in relation to incidents covered by the policy, until the civil liabilities covered by the policy are settled and resolved. The Insurer shall be responsible for the amount of the bonds that may be required from the Insured as a consequence of a loss covered by the Civil Liability covers of this policy. This guarantee also includes the bonds required to obtain their provisional release in criminal proceedings, or as a guarantee for their pecuniary liability in such proceedings, **up to the limit set forth in the Particular Conditions.**

The following shall remain excluded:

- **Any type of liability corresponding to the Insured for the driving of motor vehicles subject to the Law of Civil Liability and Insurance in the Circulation of Motor Vehicles.**
- **Civil liability arising from any professional, trade union, political or associative activity.**
- **Property damage caused to third parties that are not the consequence of a previous personal or material damage covered by the policy, as well as damage caused to third parties' property, which for any reason are in the possession of the user or of individuals for whom the user is responsible.**
- **The payment of fines or penalties and the consequences of non-payment, whether administrative or criminal in nature.**
- **Civil liability arising directly or indirectly from the use of PMVs in any competition.**
- **Civil liability arising directly or indirectly from the use of PMVs in aerobatic manoeuvres.**
- **Civil liability arising from the use of PMVs in courier or paid passenger transport services.**

- **Claims as a direct consequence of the lack of maintenance of PMV, or originating from a defective manufacture or repair.**
- **The practice of high-risk sports.**
- **Claims involving fraud or bad faith.**
- **Manipulation of the PMV's mechanism or structure by the user.**
- **Damages caused under the influence of narcotics of any kind, drugs and alcoholic beverages.**
- **Damage caused by stolen, misappropriated or missing PMVs.**
- **Damages arising from voluntary non-compliance with the rules and regulations, as well as abnormal, improper and fraudulent use of PMVs, or outside the areas authorised for PMV circulation as established by the Laws or Municipal Ordinances.**

ARTICLE 2 - OPTIONAL COVERS

2.1 BODILY ACCIDENTS

The Insurer covers the risks of death or permanent disability (assessed), up to the maximum limit stated in the Particular Conditions of the policy for accidents **occurring while using a PMV as a user.**

1.2.1. Death by accident

The Insurer shall guarantee the compensation fixed for the death of the Insured, up to the limit fixed in the Particular Conditions, provided that such death occurs as a consequence of an accident covered by the policy.

1.2.2. Permanent disability due to accident (assessed)

The Insurer shall guarantee the irreversible physical or mental condition of the Insured as a consequence of an accident covered by the policy, which may result in the absolute or partial permanent incapacity of the Insured to maintain any work relationship or professional activity. The determination of permanent disability is independent of the Insured's previous profession or activity.

The Insurer shall pay the amount resulting from applying the corresponding percentage according to the following scale to the sum insured for this concept:

DISABILITY SCALE		
TYPE OF DISABILITY	RIGHT	LEFT
Complete paralysis.....	100%	
Incurable mental disorder.....	100%	
Complete blindness.....	100%	
Total loss or absolute uselessness of :		

DISABILITY SCALE

TYPE OF DISABILITY	RIGHT	LEFT
- Both arms, hands, legs, or feet; one arm and one leg or one foot; or one hand and one foot.....	100%	
- The arm or the hand.....	60%	50%
- The thumb.....	20%	16%
- The index finger.....	16%	13%
- One of the other fingers of the hand.....	8%	7%
- Shoulder movement.....	25%	20%
- Elbow movement.....	20%	15%
- Wrist movement.....	20%	15%
- The leg above the knee.....	50%	
- The leg at or below the knee or the entire foot.....	40%	
- The big toe.....	10%	
- One of the other toes on the foot.....	5%	
- Hip or knee movement.....	20%	
- Ankle movement.....	20%	
- Movement of the subtalar joint.....	10%	
- Movements of the cervical, dorsal, or lumbar spine, with or without neurological manifestations.....	33%	
- The eye or reduction of binocular vision by no less than half	30%	
- If vision in the other eye was already lost prior to the accident.....	50%	
Shortening of the leg, no less than five centimetres.....	15%	
Unconsolidated fracture of the leg or foot.....	25%	
Unconsolidated fracture of the kneecap.....	20%	
Complete removal of the lower jaw or total loss of the lower maxilla.....	25%	
Complete deafness in both ears.....	40%	
Complete deafness in one ear.....	10%	

DISABILITY SCALE		
TYPE OF DISABILITY	RIGHT	LEFT
If there was complete deafness of the other ear prior to the accident.....	20%	

In cases of disability not foreseen above, the amount of the benefit shall be determined by analogy with the scale of the policy, in proportion to its severity.

The functional loss of a limb or organ is understood to be equivalent to its anatomical loss. If the anatomical or functional loss is only partial, the degree of disability to be considered will be reduced proportionally.

Permanent disability is assessed excluding the Insured's defects or injuries prior to the accident, considering their causes as suffered by a person of normal physical health.

If the Insured should suffer several injuries in the same accident, they shall be compensated with the corresponding percentage of the sum insured, **but in no case may the resulting total compensation exceed 100% of the sum insured for the disability risk.** Likewise, the sum of several types of disability of the same limb or organ **may not exceed 100% of the sum insured established for its total loss.**

The amount of benefits paid for permanent disability, as a result of the same accident, is deducted from the benefits payable for death.

1.2.3. Exclusions

Excluded from the bodily accident cover are:

- **Accidents, illnesses or conditions prior to the insurance taking effect.**
- **Acts of the Insured for the intentional provocation of the accident, either by malice or gross negligence.**
- **Recklessness, serious negligence and participation of the Insured in bets, challenges, fights or criminal acts, except for actions in legitimate defence or in attempt to save persons or goods.**
- **Accidents occurring under the influence of alcohol or use of narcotics not medically prescribed.**
- **Food or drug poisoning, sunstroke, frostbite and other effects of temperature not resulting from an accident covered by the policy.**
- **Heart failure, epilepsy, fainting, aneurysms, varicose veins, hernias of any kind, the consequences of muscle strain or lumbago.**
- **Nuclear reaction or radiation and radioactive contamination, except for the consequences of treatments applied to the Insured due to an accident covered by the policy.**
- **Individuals under 14 years of age.**
- **Individuals who at the time the insurance takes effect or at the annual renewal have reached the age of sixty-five.**

Individuals affected, both at the time of the policy's effective date and during its term, by: blindness, paralysis, deafness, mental disorders, stroke, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis, encephalitis lethargica, or any injury, chronic illness, physical or mental disability that reduces their capacity compared to a physically healthy person in normal health.

2.2 ASSISTANCE

Within the Assistance guarantee, the following is guaranteed:

Repatriation or medical transfer to Spain

If during a trip as a user of the PMV, the Insured should suffer an accident, the Insurer shall arrange for the Insured to be taken to a hospital and subsequently to their home, with no financial limits.

Transfer due to Insured's death

If during a trip as a user of the PMV, the Insured should die in an accident, the Insurer shall pay for the transfer to the place of burial in Spain.

Transfer of the insured vehicle

In the event that the Insured has to be transferred due to any of the guarantees described above, and is unable to take charge of the PMV, the Insurer shall assume the collection of the same at the place of the accident and shall transfer it to the Insured's address.

ARTICLE 3 – GENERALLY EXCLUDED RISKS

The following are generally excluded for all guarantees:

- **Incidents caused by motor vehicles that may fall under the scope of application and requirements of the Law on Civil Liability and Insurance for the Circulation of Motor Vehicles.**
- **Accidents occurring during the practice of sports competitions, official or private, as well as their training or trials.**
- **Incidents occurring when PMVs are used for commercial purposes, such as courier or paid passenger transport services.**
- **The use of PMVs for acrobatic manoeuvres, or using equipment specially designed to perform such exercises.**
- **Damages arising from voluntary non-compliance with the rules and regulations, as well as abnormal, improper and fraudulent use of PMVs, or outside the areas authorised for PMV circulation as established by the Laws or Municipal Ordinances.**

ARTICLE 3 - TERRITORIAL SCOPE

The guarantees of this insurance are limited to the Spanish territory.

ARTICLE 4 - COMPENSATION CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the Policyholder of an insurance contract of those that must compulsorily include a surcharge in favour of the aforementioned public business entity has the power to agree the cover of extraordinary risks with any insurance company that meets the conditions required by the legislation in force.

Compensation arising from losses caused by extraordinary events occurring in Spain or abroad, with the insured's habitual residence in Spain, shall be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges in their favour and any of the following situations occurs:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurer.
- b) That, even when covered by said insurance policy, the obligations of the insurer cannot be met due to having been declared legally bankrupt or due to being amidst a liquidation process intervened or taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adjust its actions to the provisions of the aforementioned Legal Statute, in Law 50/1980, of 8 October, on Insurance Contracts, in the Regulation of Extraordinary Risks Insurance, approved by Royal Decree 300/2004, of 20 February, and in the complementary provisions.

Summary of legal regulations

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary floods, including those caused by sea surges; volcanic eruptions; atypical cyclonic storms (including extraordinary winds with gusts exceeding 120 km/h and tornadoes); and falling of celestial bodies and meteorites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, riot and popular tumult.
- c) Acts or actions of the Armed Forces or of the Security Forces and Corps in times of peace.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of celestial bodies shall be certified, at the request of the Insurance Compensation Consortium, by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other competent public bodies in the matter. In cases of events of a political or social nature, as well as in the event of damage caused by events or actions of the Armed Forces or of the Security Forces or Corps in times of peace, the Insurance Compensation Consortium may request information on the events that occurred from the competent jurisdictional and administrative bodies.

2. Excluded risks

- a) Those that do not give rise to compensation according to the Insurance Contract Act.
- b) Those caused to persons insured under insurance contracts other than those in which the surcharge in favour of the Insurance Compensation Consortium is mandatory.
- c) Those produced by armed conflicts, even if not preceded by an official declaration of war.
- d) Those derived from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May, on civil liability for nuclear damage or damage caused by radioactive materials.
- e) Those caused by natural phenomena other than those indicated in section 1.a) above and, in particular, those caused by a rise in the water-table, movement of slopes, landslides or settlement of land, rock falls and similar phenomena, unless these were clearly caused by the action of rainwater which, in turn, had caused a situation of extraordinary flooding in the area and occurred at the same time as the flooding.
- f) Those caused by tumultuous actions occurring during meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, unless the aforementioned actions could be classified as extraordinary events of those indicated in section 1.b) above.
- g) Those caused by bad faith on the part of the Insured.
- h) Those corresponding to incidents occurring before payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the Insurance Compensation Consortium's cover is suspended, or the insurance is terminated due to non-payment of premiums.
- i) Incidents which, due to their magnitude and severity, are classified by the Spanish Government as a "national catastrophe or disaster".

3. Extension of cover

1. The cover for extraordinary risks will cover the same persons and the sums insured as have been established in the insurance policies for the purpose of the cover for ordinary risks.
2. In life insurance policies which, in accordance with the provisions of the contract and in conformity with the regulations governing private insurance, generate a mathematical provision, the cover of the Insurance Compensation Consortium will refer to the capital at risk for each insured individual, that is to say, to the difference between the sum insured and the mathematical provision that the insurance company that issued it must have constituted. The amount corresponding to the mathematical provision shall be paid by the aforementioned insurance company.

Notification of damage to the Insurance Compensation Consortium

1. The request for compensation for damages whose cover corresponds to the Insurance Compensation Consortium will need to be communicated to them by the policyholder, the insured or the beneficiary of the policy, or by anyone acting on behalf of and in the name of the above, or by the insurance company or the insurance broker with whose intervention the insurance has been managed.

2. The communication of damages and the obtaining of any information related to the procedure and the status of claims processing may be carried out:

- By calling the Insurance Compensation Consortium Call Centre (952 367 042 *or* 902 222 665).
- Via the Insurance Compensation Consortium's website (www.conorseguros.es).

3. Damage assessment: The assessment of the damages that are compensable pursuant to the insurance law and the content of the insurance policy shall be carried out by the Insurance Compensation Consortium, without the latter being bound by the assessments that, where appropriate, have been made by the Insurer covering the ordinary risks.

4. Payment of compensation: The Insurance Compensation Consortium will pay the compensation to the beneficiary of the insurance via bank transfer.

INSURED'S DEFENCE SERVICE

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its customers its Insured Defence Service (Complaints and Claims) at Avenida de Burgos, No. 109, 28050 Madrid, and via the email address defensa-asegurado@caser.es.

2. This Service will attend to and resolve, in accordance with the current regulations, within a maximum period of one month from their submission, the complaints and claims made, directly or through accredited representation, by all natural or legal persons, insurance users and participants or beneficiaries of occupational pension plans and associates of CASER, when these refer to their legally recognised interests and rights related to their insurance and pension plan operations, whether they derive from the contracts themselves, from the regulations on transparency and customer protection or from good practice and usage, in particular the principle of equity.

The written complaint or claim may be submitted in person or by accredited representation at any of the Company's offices open to the public or at the office of the Insured Defence Service at Avenida de Burgos 109, 28050 - Madrid, by post or online, provided that they can be read, printed and stored, in which case it must comply with the provisions of Law 59/2003 of 19 December on Electronic Signatures.

3. If the admission of the claims or complaints is refused, or if the request is totally or partially rejected, or if a period of one month has elapsed from the date of its submission to the Insured's Defence Service without it having been resolved, the interested party may submit their claim or complaint to the Claims Service of the Directorate-General for Insurance and Pension Funds (Paseo de la Castellana, No. 44, 28046 Madrid), a body that will act as an alternative dispute resolution body in consumer matters, in accordance with the First Additional Provision of Law 7/2017, of 2 November. The website address of the Directorate-General of Insurance is provided for this purpose, www.dgsfp.mineco.es, where the claimant may obtain information on the procedure, requirements and means to file a claim or complaint. It may also be submitted to the competent courts.

4. In all CASER offices open to the public, and on the www.caser.es website, our customers, users and injured parties, will find at their disposal a printed model for claims, as well as the Regulations of the Insured's Defence Service of the Company, which regulates the activity and operation of this Service, and the characteristics and requirements of submission and resolution of complaints and claims. Likewise, from this website, you can file a complaint or claim.

5. The resolutions will take into account the obligations and rights established in the General, Particular and Special Conditions of the contracts, the regulations governing the insurance activity and the regulations on transparency and protection of customers of financial services (Insurance Contract Act, Law on Regulation, Supervision and Solvency of Insurance and Reinsurance Entities, and its implementing regulations, revised text of the Law on Regulation of Pension Plans and Funds, Regulations of Pension Plans and Funds, Law on Financial System Reform Measures, Law on Alternative Dispute Resolution in Consumer Matters, Order ECC/2502/2012, which regulates the procedure for filing claims before the Complaints Service of the Directorate-General of Insurance and Pension Funds among others, Order ECO 734/2004, of 11 March, on customer services of financial institutions, revised text of the General Law for the Defence of Consumers and Users and other complementary laws).
